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1 **COMP**

2 Sharyl Lee
3 17622 Mountain Court
4 Riverside, California 92503
5 *In Proper Person*

6 **UNITED STATES BANKRUPTCY COURT**

7 **SOUTHERN DISTRICT OF NEVADA**

8 Sharyl Lee,

9 Plaintiff,

10 vs.

11 Rod Kershaw,

12 Defendant.

Bankruptcy Case No. 10-15880

Adversary Proceeding No.

ADVERSARY COMPLAINT

13
14 **COMES NOW**, Plaintiff, Sharyl Lee, in proper person, complains and alleges as follows:

15 **GENERAL ALLEGATIONS**

- 16 1. This court has jurisdiction in this matter.
- 17 2. Plaintiff is informed, believes and thereon alleges that Defendant Rod Kershaw was and is
18 a resident of the State of Nevada, County of Clark, City of Las Vegas.
- 19 3. Defendant Rod Kershaw entered into a written agreement for property management
20 purposes with Plaintiff, Sharyl Lee.
- 21 4. Plaintiff and Defendant wrote out the terms of the agreement, via a property management
22 agreement which was accepted by Defendant.
- 23 5. Defendant purposefully accepted rent funds from tenants and knowingly falsified
24 documents to Plaintiff and failed to render payments.
- 25 6. Demand for payment has been made, which demand has been refused or ignored and
26 which obligation remains unpaid. The balance of \$ 5092.50 is now due and owing.

27 **FIRST CLAIM FOR RELIEF**
28 **(Breach of Contract)**

1 7. Plaintiff repeats and re-alleges the allegations contained in paragraphs 1 through 6 above
2 and incorporates the same as if set forth in full.

3 8. Plaintiff has fully complied with the terms of the contract in reference to legally and
4 rightfully providing the properties for rental to Defendant, with anticipation of monthly rent
5 payments.

6 9. Defendant(s) has failed to comply with the terms of the contract by failing to pay Plaintiff
7 a principal sum of \$ 5937.50 from rent monies received from tenants on Plaintiff's properties.

8 10. As a result of Defendant's breach of contract, Plaintiff is entitled to judgment upon the
9 principal sum of \$ 5937.50 plus interest at the highest legal rate.

10 **SECOND CLAIM FOR RELIEF**
11 **(Unjust Enrichment)**

12 11. Plaintiff repeats and re-alleges the allegations contained in paragraphs 1 through 10 above
13 and incorporates the same as if set forth in full.

14 12. The loan supplied to Defendant(s) by Plaintiff has a value in excess of \$ 5937.00.

15 13. There is now justly due and owing Plaintiff a sum in excess of \$ 5937.00

16 14. By reason of the foregoing, Defendant(s) has been unjustly enriched in excess of
17 \$ 5937.00

18 15. Plaintiff is entitled to accrued interest on the sum at the highest legal rate.

19 **THIRD CLAIM FOR RELIEF**
20 **(Fraud/Misrepresentation)**

21 16. Plaintiff repeats and re-alleges the allegations contained in paragraphs 1 through 15 above
22 and incorporates the same as if set forth in full.

23 17. Defendant fraudulently filed for bankruptcy protection on April 5, 2010, one (1) day
24 before Plaintiff was to appear in Court for a Small Claims hearing filed in the Henderson Justice
25 Court.

26 18. The instant action is a non-dischargeable debt, as Defendant deliberately mislead and
27 defrauded Plaintiff from monies due and owing to her.

28 19. Defendant received the rent monies from various tenants; however, failed to render
payment to Plaintiff.

20. Plaintiff obtained a Judgment against Defendant's company, Timeless Travelers; and to date has failed to recover monies due and owing to her.

21. Plaintiff has been in contact with the Trustee's office who advised Plaintiff not to appear for the third meeting, as Trustee did not believe Defendant would appear.

22. Defendant deliberately filed for bankruptcy protection to avoid having to face Plaintiff in Court; however, failed to appear for the first two (2) 341 meetings prior the Honorable Court.

23. To everyone's surprise Defendant appeared, and in contact with Plaintiff in sworn testimony via telephone continuously lied before the Court.

24. Plaintiff obtained Judgment against Defendant in Small Claims Court by Default; however, when Plaintiff calendared a Debtor Judgment Exam that took place on April 6, 2010, Defendant again deliberately failed to appear.

25. Plaintiff obtained Judgment against another Defendant, Barbara, in Small Claims Court, who appeared at the 341 meeting, and provided Plaintiff with a social security that belongs to Defendant, as her own.

26. Plaintiff went to the Constable's office to garnish the bank account, Defendant's name came up as owner of the bank account. There is also a business listed on the account - Santa Fe Mirage. Peter D'Ambra had contracted with Timeless Travelers to rent Plaintiff's home as a vacation rental for two months, wrote one of his two checks to Mirage Services as he had been asked to do.

27. Plaintiff has copies of Peter D'Ambra's contract with Timeless Travelers as well as both sides of the two checks he sent for payment of the rent for two months.

28. Plaintiff did not sue for the entire amount as 35% was deducted as the management fee from the total amount paid.

29. Defendant does not follow Court instruction and lied under oath when he finally had to face his fraudulent activity, extorting Plaintiff of rent monies due to her.

WHEREFORE, Plaintiff prays for Judgment against the Defendant(s) as follows:

1. Damages in the sum of \$ 1500 , plus interest thereon;

2. Judgment in the principal balance of \$ 5937.50

3. Reasonable legal fee's, along with costs of suit; and.
4. Such other relief as this Court may find to be just and proper.

DATED this 1 day of September 20 10.


Original Signature

Sharyl Lee
17622 Mountain Court
Riverside, California 92503
In Proper Person